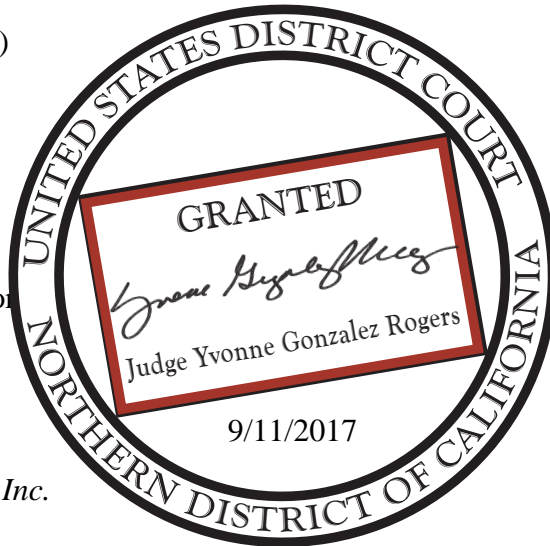


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12 *Counsel for Defendant Nestlé USA, Inc.*



11 **UNITED STATES DISTRICT COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**  
13 **SAN FRANCISCO DIVISION**

14 ATARI INTERACTIVE, INC.,

15 Plaintiff,

16 v.

17 NESTLÉ, SA; NESTLÉ UK LTD; and  
18 NESTLÉ USA, INC.,

19 Defendant.

Case No. 4:17-cv-04803-YGR

**STIPULATION RE EXTENSION OF  
TIME TO RESPOND TO COMPLAINT**

Hon. Yvonne Gonzalez Rogers

1 Pursuant to Civil Local Rule 6-1(a), Plaintiff Atari Interactive, Inc. (Plaintiff) and  
2 Defendants Nestlé USA, Inc., collectively, “the parties,” by and through their respective counsel  
3 of record, hereby stipulate as follows:

4 WHEREAS, Plaintiff filed its complaint on August 17, 2017;

5 WHEREAS, Plaintiff served Nestlé USA, Inc. on August 22, 2017 (*see* ECF No. 15);

6 WHEREAS, based on the August 22 service, Nestlé USA, Inc. currently has until  
7 September 12, 2017 to answer or otherwise respond to Plaintiff’s complaint;

8 WHEREAS, Nestlé USA, Inc. has requested and Plaintiff has consented to an additional  
9 45 days to answer or otherwise respond to Plaintiff’s complaint;

10 WHEREAS, this extension of time to answer or otherwise respond to Plaintiff’s  
11 complaint will not alter the date of any event or deadline already fixed by Court order;

12 WHEREAS, the parties agree that neither will be prejudiced by the agreed-upon  
13 extension, nor will this litigation be unreasonably delayed;

14 WHEREAS, this is the first time modification any of the parties has sought in this matter;

15 WHEREAS, the parties are currently engaged in discussions over whether proper service  
16 of process has been effected upon defendants Nestlé, SA and Nestlé UK LTD; and

17 WHEREAS, regardless of the outcome of those discussions, the parties agree that Nestlé  
18 UK and Nestlé S.A. will not be required to answer or otherwise respond to Plaintiff’s complaint  
19 earlier than Nestlé USA, Inc., subject to later-filed stipulation;

20 NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the parties,  
21 through their respective counsel, that Nestlé USA, Inc. shall answer or otherwise respond to  
22 Plaintiff’s complaint by October 27, 2017.

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24 SIGNATURES ON FOLLOWING PAGE  
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Respectfully Submitted,

Dated: September 7, 2017

MAYER BROWN LLP  
A. John P. Mancini  
Dale J. Giali

By: /s/ Dale J. Giali  
Dale J. Giali

*Counsel for Defendant Nestlé USA, Inc.*

Dated: September 7, 2017

BROWNE GEORGE ROSS LLP,

By: /s/ Keith J. Wesley  
Keith J. Wesley

*Counsel for Plaintiff*

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**ATTESTATION**

I, Dale J. Giali, hereby attest, pursuant to Civil Local. Rule 5-1(i)(3), that  
concurrence to the filing of this document has been obtained from each signatory.

By:     /s/ Dale J. Giali